

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant <b>Powell Tate, A Cassidy Company 700 13th Street, NW, Suite 1000 Washington, D.C. 20005</b>	2. Registration No. <b>4259</b>
3. Name of foreign principal <b>The Broken Hill Proprietary Company Limited</b>	4. Principal address of foreign principal <b>1225 Eye Street, NW, Suite 500 Washington, D.C. 20005</b>

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) \_\_\_\_\_

☐ Individual—State his nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state: **n/a**

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state: **n/a**

a) Principal address

b) Name and title of official with whom registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

**Petroleum and minerals exploration and production**

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒

Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page may be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

**Publicly traded corporation**

Date of Exhibit A <b>March 18, 1996</b>	Name and Title <b>Dale W. Leibach</b> <b>COO and Senior Vice President</b>	Signature 
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**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Name of Registrant	Name of Foreign Principal
<b>Powell Tate, A Cassidy Company</b>	<b>The Broken Hill Proprietary Company Limited</b>

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

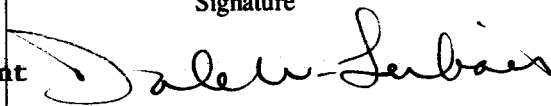
**Powell Tate will assist Broken Hill Proprietary by performing corporate communications and public relations services.**

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

**Powell Tate will assist Broken Hill Proprietary by performing corporate communications and public relations services.**

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
March 18, 1996	Dale W. Leibach COO and Senior Vice President	

<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



March 8, 1996

Mr. Joseph L. Powell  
Chairman and Chief Executive Officer  
Powell Tate  
Suite 1100  
700 Thirteenth Street, NW  
Washington, DC 20005

Dear Jody:

This is to confirm our recent agreement to retain Powell Tate to perform public relations services beginning March 1, 1996, and terminating on February 28, 1998. The terms of our agreement as provided for below.

THE BROKEN HILL PROPRIETARY COMPANY LIMITED will pay, in advance, POWELL TATE a non-refundable retainer in the amount of Forty Five Thousand U.S. Dollars (U.S. \$45,000) for the first quarter and Thirty Thousand U.S. Dollars (U.S. \$30,000) for subsequent quarters, which will be applied against hourly billings. Powell Tate agrees not to exceed quarterly ceilings without prior client approval. Any unused portion of the retainer amounts will be credited to the final invoice at the conclusion of the project.

POWELL TATE will be reimbursed in accordance with the following stipulations:

- Payment is due within thirty (30) days of receipt of invoices. Invoices not paid within thirty (30) days are subject to prevailing monthly interest charges.
- Production items provided and services subcontracted with vendors are billed at net costs plus standard agency fee of Seventeen and 65/100 percent (17.5 %). Such fees will be supported by supplier invoices. POWELL TATE will not incur such cost without the specific prior approval of THE BROKEN HILL PROPRIETARY COMPANY LIMITED.
- A standard agency overhead charge covering non-retrievable expenses not to exceed three percent (3 %) of fee billing, or maximum of Four Hundred Fifty Dollars (\$450.00) will be added to the monthly invoice.

Mr. Joseph L. Powell  
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- POWELL TATE shall use its best efforts to obtain vendor invoices on a timely basis for work performed on behalf of THE BROKEN HILL PROPRIETARY COMPANY LIMITED. However, THE BROKEN HILL PROPRIETARY COMPANY LIMITED shall be responsible for reimbursement to POWELL TATE for work performed regardless of date of vendor invoices on final billing to THE BROKEN HILL PROPRIETARY COMPANY LIMITED.
- POWELL TATE will maintain accurate records for all staff time work and all out-of pocket expenses incurred on behalf of THE BROKEN HILL PROPRIETARY COMPANY LIMITED and will be prepared to supply any supporting details required by THE BROKEN HILL PROPRIETARY COMPANY LIMITED's auditors. Records will be maintained during the period of the project and an additional sixty (60) days. For contracts longer than one year, records will be kept for the calendar year when the work was performed and additional sixty (60) days.

It is understood that POWELL TATE cannot undertake to verify all facts supplied to it by THE BROKEN HILL PROPRIETARY COMPANY LIMITED or related entities or all factual matters included in materials prepared by us and approved by THE BROKEN HILL PROPRIETARY COMPANY LIMITED or related entities. THE BROKEN HILL PROPRIETARY COMPANY LIMITED agrees to indemnify and hold harmless POWELL TATE from and against any and all losses, claims, damages, legal fees, expenses, for liabilities which POWELL TATE may incur (including its participation as third party witness in litigation against THE BROKEN HILL PROPRIETARY COMPANY LIMITED or related entities) based upon information, representations, reports, data, or releases furnished or approved by THE BROKEN HILL PROPRIETARY COMPANY LIMITED or its specifically authorized representatives for use for release by POWELL TATE whether or not POWELL TATE prepares or participates in the preparation of such materials. This paragraph shall survive the termination of this agreement and shall continue to bind both parties.

Neither party shall assign any of its rights or delegate any of its duties or obligation under this Agreement without the express written consent of the other party.

On for before March 1, 1997, POWELL TATE and THE BROKEN HILL PROPRIETARY COMPANY LIMITED shall review the progress made pursuant to this agreement. If at this time either party should decide to discontinue this effort, the last quarterly payment under this agreement shall be the one due on December 1, 1996.

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Any dispute arising under this contract shall be resolved by arbitration in accordance with the rules of the American Arbitration Association.

We look forward to a productive working relationship.

Sincerely,

A handwritten signature in black ink, appearing to read "Pam Whitted", with a large, stylized initial "P" and "W".

Pam Whitted  
Director Federal Affairs USA